

<b>REQUEST FOR QUOTATIONS</b> <b>(THIS IS NOT AN ORDER)</b>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1   24	
1. REQUEST NO. DAKF40-02-T-0242	2. DATE ISSUED 11-Sep-2002	3. REQUISITION/PURCHASE REQUEST NO. SWCSKQ-2249-N567	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY INSTALLATION BUSINESS OFFICE CONTRACTING ATTN AFZA-IBO-C BUILDING 1-1333 ARMISTEAD & MACOMB ST FORT BRAGG NC 28310-5000			6. DELIVER BY (Date) <b>SEE SCHEDULE</b>			
			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls)						
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) <b>SEE SCHEDULE</b>			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 20-Sep-2002						
<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
<b>SEE SCHEDULE</b>						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No.   %	
<b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Repair Modular Building for Survival, FFP Evasion, Resistance, EEscape (SERE) Instructor Cadre. PURCHASE REQUEST NUMBER: SWCSKQ-2249-N567	1	Lump Sum		

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NET AMT

FOB: Destination

## Section C - Descriptions and Specifications

NOTES**NOTE 1. EVALUATION FACTORS:**

1. Quotes will be evaluated as to Price and Past Performance.
2. Past Performance. Acceptable past performance will be based on evidence that the contractor has satisfactorily completed the same or similar work on schedule. See FAR Clause 52.000-4023 titled "Preaward Data".

**NOTE 2. BASIS OF AWARD:**

Award will be made to the responsible Central Contractor Registered business whose price and past performance represents the best overall value to the Government.

**NOTE 3. PRICE RANGE:**

The price range for this project is between \$25,000.00 and \$100,000.00.

**NOTE 4. WAGE DETERMINATION:**

Department of Labor Wage Determination General Decision Number NC020007 is applicable for this project.

**GENERAL AND SPECIAL PROVISIONS****REQUISITION : SWCSKO-2249-N567**

1. **GENERAL:** The contractor shall furnish all labor, materials equipment, tools, supervision, transportation, and any other items necessary to repair modular building. All work will be in strict compliance with these specifications, construction standards, building codes, and other contract documents.
2. **LOCATION:** **Building T-2000, vicinity of the Resistance Training Laboratory off General Ridgeway Road, Camp Mackall, NC.**
3. **SITE VISIT:** **It is the intent of the Government that all prospective bidders visit the project site prior to bidding. Failure to visit the project site will not disqualify a bid, however, the bidder acts at his own risk and will not be relieved from complying with the terms and conditions of any resultant contract by reason of such failure. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract. See FAR Clause 52.236-27 or it's Alternate I for Site Visit instructions.**
4. **QUALITY CONTROL:** The Contractor shall provide the job superintendent's name and telephone number to the Contracting Officer and to USAJFKSWCS, Facility Manager, Building D-3004, Ardennes Steet; Attn: Mr Steven Bright, 396-9324 **(3) three days** prior to commencing work. Project Manager is Mr Ron Dye at 396-9374 or 396-9324.
  - 4.1. The Contractor shall accomplish all work skillfully and in accordance with good industry practices and IAW manufacturer's recommendations and specifications. All work shall conform to current codes and industry and construction standards.
5. **SPECIAL PROVISIONS:**

**5.1. Hours of Work:** Normally, work hours are between 7:30 a.m. and 4:00, Monday through Friday, however the Contractor may accomplish this work during other than normal work hours provided prior written approval has been provided by the Facility Manager. No work will be done on weekends or Federal holidays without prior written approval from the Contracting Officer.

5.1.1. The Contractor shall not perform any work at the site during the following time periods:

September 30, 2002 through October 2, 2002  
October 14, 2002 through October 16, 2002  
October 28, 2002 through October 30, 2002  
November 11, 2002 through November 13, 2002  
December 16, 2002 through December 18, 2002

**5.2. EXCAVATION PERMIT:** The Contractor shall have a completed and approved PWBC Excavation Permit in his possession prior to any excavation, to include sign or post-hole holes. The Contractor shall schedule an appointment to locate utility lines at least 24 hours prior to any excavation with the PWBC, Facility Maintenance Division, building 3-1634, Butner Road; (910) 396- 2772. The Contractor shall also be responsible for coordination with the Directorate of Information Management (DOIM), Outside Plant Branch; building 1-1434, Scott Street; (910) 396-8200, for location of communication lines prior to any excavation.

**5.3. OCCUPANCY:** The building will not be occupied during accomplishment of this work. Contractor is responsible for providing such coverings as shields, and barricades necessary to protect the facility furniture, equipment, supplies, etc., from dust, debris, weather intrusion, or other damage resulting from construction.

**5.4. CLEAN UP:** The Contractor shall remove all trash, debris or surplus materials from the work site at the end of each work day and shall leave the work site clean of all debris when work is completed. The Contractor shall coordinate with the COR in obtaining a PWBC dumping permit.

5.5. The Contractor shall not employ any person who is an employee of the U.S. Government if the employment of that person would create a conflict of interest.

5.6. Contractor's employees shall wear distinctive clothing bearing the company's name or wear a badge, which contains the company's name and the employee's name, clearly displayed at all times while working on Fort Bragg. The Contractor shall be responsible for the conduct and appearance of his/hers employees while working at Fort Bragg.

**5.7. The Contractor is required to adhere to the safety requirements outlined in the Corps of Eng Manual EM 385-1-1.**

**5.8. Security, Safety, and Fire Protection: While working on Fort Bragg and other Government installations, you are required to comply with all Ft Bragg Security, Fire and Safety regulations/rules. You are also required to comply with all OSHA requirements. Safety equipment must be worn on all construction sites.**

**5.9. A minimum of one year warranty on all materials and workmanship is required.**

### **SCOPE OF WORK**

1. The contractor shall provide all equipment, labor and materials to repair the Survival, Evasion, Resistance, Escape (SERE) modular building as follows:

1.1. Modular preparation: disconnect utilities, remove existing fence, remove existing under pinning, split the five existing units and relocate to a field approximate 400 yards away for temporary storage. Weather protect these existing five units with plastic for protection from the elements.

1.2. Site preparation: spread and a pack layer of gravel and clay for a 70' x 70' x 24" area. Pour concrete footers every 6', 6" to 8" deep, 36" diameter. Requires (4) marriage joints under the four trailer seams (a series of 42" diameter pads 6" to 8" deep every 6').

1.3. Set up units: utilize simplex rubber at seams and cold seal roof, reconnect utilities, repair bathroom floor (replacement of stringers and sub-flooring), replace damaged or discolored ceiling and floor tile as determined. Reinstall the previously removed underpinning and fence.

**FAR CLAUSES**  
REVISED MARCH 2002

52.202-1	Alt I Definitions (Oct 1995) – Alternate I	MAY 2001
52.209-6.1	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 1999
52.211-14	Notice of Priority Rating For National Defense Use	SEP 1990
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.219-6	Notice of Total Small Business Set-Aside	JUL 1996
52.222-3	Convict Labor	AUG 1996
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Affirmative Action For Workers With Disabilities	DEC 2001
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.225-5	Buy American Act – Construction Materials	FEB 2002
52.225-11	Restrictions On Certain Foreign Purchases	FEB 2002
52.228-11	Pledges of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-2	North Carolina State and Local Sales and Use Tax	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-23	Alt I Assignment of Claims (Jan 1986) – Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.232-33	Mandatory Information for Electronic Funds Transfer Payment	AUG 1996
52.232-34	Payment by Electronic Funds Transfer Other than CCR	MAY 1999
52.232-36	Payment by third party	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996

52.236-2	Differing Site Conditions	MAY 1999
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.245-3	Identification of Government-Furnished Property	APR 1984
52.245-4	Government-Furnished Property (Short Form)	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1984
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.225-7031	Secondary Arab Boycott of Israel	JUN 1992
252.227-7033	Rights in Shop Drawings	APR 1966
252.236-7000	Modification Proposals – Price Breakdown	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing of Contract Modifications	DEC 1991

a. **Invoices:** Provide the original invoice to the following address:  
**USAJFKSWCS, Facility Manager, Building D-3004, Ardennes Steet; Attn: Mr Steven Bright,  
Fort Bragg, NC 28310**

b. **Payment will be made by:**

**DFAS (Electronic Funds Transfer)  
OPLOC Orlando  
(Special Ops Cmd-Ft Bragg)  
ATTN: DFAS-OR-AO  
Bldg 301, P O Box 932300  
2500 Leahy Ave  
Orlando, FL 32893-2300**

## Section I - Contract Clauses

FAR CLAUSESFAR CLAUSES  
REVISED MARCH 2002

52.202-1	Alt I Definitions (Oct 1995) – Alternate I	MAY 2001
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**USAJFKSWCS, Facility Manager, Building D-3004, Ardennes Steet; Attn: Mr Steven Bright,**  
**Fort Bragg, NC 28310**

**d. Payment will be made by: Select one of the following payment methods:**

**DFAS (Electronic Funds Transfer)**  
**OPLOC Orlando**  
**(Special Ops Cmd-Ft Bragg)**  
**ATTN: DFAS-OR-AO**  
**Bldg 301, P O Box 932300**  
**2500 Leahy Ave**  
**Orlando, FL 32893-2300**

CLAUSES INCORPORATED BY FULL TEXT

52.000-4004 FEDERAL HOLIDAYS (JAN 2000)

Federal Holidays are:

New Year's Day	1 January
Martin Luther King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May

Independence Day	4 July
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veteran's Day	11 November
Thanksgiving	Fourth Thursday of November
Christmas Day	25 December

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

(End of clause)

52.000-4012 INSURANCE REQUIREMENTS (JUN 1999)

The following kinds and minimum amounts of insurance are required in accordance with FAR clause 52.228-5 entitled, "Insurance--Work on a Government Installation."

KIND:	AMOUNT:
Workmen's Compensation and Occupational Disease Insurance	Amount required by the State in which this contract is performed
Employer's Liability Insurance	\$100,000
Comprehensive General Liability Insurance for Bodily Injury	\$500,000 per occurrence
Comprehensive Automobile Liability	\$200,000 per person \$500,000 per occurrence for Bodily Injury and \$20,000 per occurrence for Property Damage

(End of Clause)

52.000-4023 PREAWARD DATA (FEB 1999)

The Government reserves the right, prior to making an award, to conduct a preaward survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The preaward survey may include, but will not necessarily be limited to, the following factors:

- 53 Financial resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;
- 54 Ability to comply with required schedules;
- 55 Past record of integrity;
- 56 Past record of performance; and
- 57 Ability to meet other qualifications and eligibility requirements to receive an award of a contract.

58 An on-site inspection may be conducted of the facility of the apparent successful bidder (s) offeror(s) prior to contract award for specifications compliance.

A preaward survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

Three Performance References:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contract Number: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contract Number: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contract Number: \_\_\_\_\_  
Amount: \_\_\_\_\_ Description: \_\_\_\_\_  
\_\_\_\_\_

Financial Reference:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Account Number: \_\_\_\_\_

(End of Clause)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

59 The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

e. Those prices,

(1) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **5** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **THIRTY (30) DAYS THEREAFTER**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

## 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$75.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 233320 (insert NAICS code).

(2) The small business size standard is \$28.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern

or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees    Avg. Annual Gross Revenues

\_\_\_ 50 or fewer    \_\_\_ \$1 million or less

\_\_\_ 51 - 100    \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250    \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500    \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750    \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000    \_\_\_ \$10,000,001 - \$17 million

\_\_\_ 17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ( ) It has, ( ) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
<b>26.2</b>	<b>6.9</b>

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

- (c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
- (d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in

excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
  - (2) Employer's identification number of the subcontractor;
  - (3) Estimated dollar amount of the subcontract;
  - (4) Estimated starting and completion dates of the subcontract; and
  - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **North Carolina, Moore County, Camp MacKall.**
- (End of provision)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

- (a) The Contractor shall submit one of the following payment protections:
- (1) PAYMENT BOND OR (2) IRREVOCABLE LETTER OF CREDIT.**
- (b) The amount of the payment protection shall be 100 percent of the contract price.
- (c) The submission of the payment protection is required within **10** days of contract award.
- (d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
- (e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
- (f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) **An organized site visit has been scheduled for:**

**Tuesday, 17 September 2002, at 9:00 a.m.**



Asphalt Rakers		5.15
Pipe Layers		5.15
LATHERS		8.80
MILLWRIGHTS	9.45	
PAINTERS		5.15
PLASTERERS		7.25
PLUMBERS & PIPEFITTERS	9.45	
POWER EQUIPMENT OPERATORS:		
Asphalt Paver		5.15
Asphalt Roller		5.15
Backhoe		6.77
Bulldozer		8.55
Crane		10.00
Forklift		6.30
Front End Loader		6.25
Mechanic		6.00
Scraper - Pan		5.89
ROOFERS		5.15
SHEET METAL WORKERS	5.63	
SOFT FLOOR LAYERS	5.75	
SPRINKLER FITTERS	8.75	
TILE SETTERS		5.75
TRUCK DRIVERS	5.15	

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 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).  
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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION